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WESTLANDS WATER DISTRICT
16 DISTRIBUTION DISTRICT NO. 1

17 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**
18 **COUNTY OF FRESNO, CENTRAL DIVISION**

19
20 WESTLANDS WATER DISTRICT
DISTRIBUTION DISTRICT NO. 1, a water
21 distribution district,

22 Plaintiff,

23 v.

24 ALL PERSONS INTERESTED IN THE
MATTER OF THE CONTRACTS
25 BETWEEN THE UNITED STATES AND
WESTLANDS WATER DISTRICT
26 DISTRIBUTION DISTRICT NO. 1
PROVIDING FOR PROJECT WATER
27 SERVICE AND FACILITIES REPAYMENT,

28 Defendants.

Case No. 20CECG01011

[PROPOSED]
VALIDATION JUDGMENT

Date: To Be Determined
Time: To Be Determined
Dept.: 503- Gaab

Assigned for All Purposes to:
Hon. Kimberly Gaab- Dept. 503

1 This matter is before the Court on Plaintiff Westlands Water District Distribution District
2 No. 1's ("District") Complaint for Validation Judgment seeking a validation judgment, pursuant to
3 Code of Civil Procedure section 860, et seq., as to four separate contracts between the United States
4 and the District providing for Central Valley Project ("CVP" or "Project") water service and
5 facilities repayment: (1) Contract No. 14-06-200-3365AB-IR5-P, entitled "Contract Between the
6 United States and Santa Clara Valley Water District and Westlands Water District Distribution
7 District No. 1 Providing for Project Water Service and Facilities Repayment"; (2) Contract No. 7-
8 07-20-W0055-IR8-B, entitled "Contract Between the United States and Westlands Water District
9 Distribution District No. 1 Providing for Project Water Service and Facilities Repayment"; (3)
10 Contract No. 14-06-200-8018B-IR5-P, entitled "Contract Between the United States and Westlands
11 Water District Distribution District No. 1 Providing for Project Water Service and Facilities
12 Repayment"; and (4) Contract No. 14-06-200-8092-IR5, entitled "Contract Between the United
13 States and Westlands Water District Distribution District No. 1 Providing for Project Water Service
14 and Facilities Repayment" (collectively "Repayment Contracts").

15 On January 21, 2020, the District's Board of Directors, in Resolution Nos. 101-20, 102-20,
16 103-20 and 104-20, approved the Repayment Contracts in "substantially the form presented to the
17 Board," and on that basis, authorized the President of the District to execute and deliver the
18 Repayment Contracts in substantially the form presented to the District's Board, and the parties
19 subsequently executed each of the Repayment Contracts.

20 The District filed this action on or about March 18, 2020, attaching Resolution Nos. 101-20,
21 102-20, 103-20 and 104-20 and the Repayment Contracts to its validation complaint.

22 The Court having reviewed the pleadings, the District's Motion for Validation Judgment,
23 and the papers and pleadings on file in this action, and good cause appearing therefor,

24 **IT IS HEREBY ORDERED, ADJUDGED, AND DECREED** as follows:

25 1. That this action is properly brought under Code of Civil Procedure sections 860, et
26 seq., Water Code sections 35407, 35408, 35855 and 36520, and Government Code section 53510,
27 et seq., to determine the validity of the Repayment Contracts and related proceedings described in
28 the Complaint.

1 2. That the District is a distribution district in a California Water District duly organized
2 and existing under and by virtue of the California Water District Law (Part 6.5 of Division 13 of the
3 California Water Code, at section 36460, et seq.) lying within the counties of Fresno and Kings,
4 State of California, and is a public agency of the State of California.

5 3. That District completed publication of its Summons as directed in orders of this
6 Court, pursuant to Code of Civil Procedure section 861 and Government Code section 6063; and
7 that the time for answering the complaint specified in the Summons has since expired.

8 4. That (a) the District has, and at all times relevant has had, the authority to approve
9 and execute the Repayment Contracts, and each of them, under California Water District Law,
10 including Water Code sections 35851, 35875 and 36520; (b) the proceedings related to the District's
11 approval and execution of the Repayment Contracts, and each of them, were consistent with the
12 District's statutory authority; and (c) the Repayment Contracts, and each of them, are in the
13 foregoing specified respects valid under applicable California law and binding upon the District.

14 5. That except as specified in paragraphs 1 to 4, inclusive, and notwithstanding any
15 contrary inference that might be drawn from the District's validation complaint or Resolution Nos.
16 101-20, 102-20, 103-20 and 104-20, this judgment is not intended to and does not adjudicate, inter
17 alia:

18 (A) Whether the Repayment Contracts comply with any federal laws or
19 regulations;

20 (B) Whether Central Valley Project operations to make water available to the
21 District under the Repayment Contracts complies with applicable federal and state laws;

22 (C) Whether the District is entitled to delivery of any specific amount of Central
23 Valley Project water;

24 (D) Whether any specific quantity of water can be delivered to the District
25 without violating the rights of senior water rights holders, the public trust, or other requirements of
26 law;

27 (E) Whether the District, the Bureau of Reclamation, or both must take action to
28 address migration of selenium or other contaminants, if any, from the District, and provide a

1 permanent drainage solution under applicable requirements of law;

2 (F) Whether the District has a higher water rights priority than any other water
3 user, including but not limited to senior water rights claimants, those within the boundaries of Delta
4 agencies and counties, and those served by the Trinity River watershed;

5 (G) Whether the Repayment Contracts comply with the 1959 Delta Protection
6 Act (Water Code § 12200, et seq.);

7 (H) Whether the Repayment Contracts comply with the 1992 Delta Protection
8 Act (Public Resources Code § 29700, et seq.);

9 (I) Whether the Repayment Contracts comply with the 2009 Delta Reform Act
10 (Public Resources Code § 29700, et seq.; Water Code § 85000, et seq.);

11 (J) Whether the Repayment Contracts comply with the Watershed Protection Act
12 (Water Code § 11460, et seq.);

13 (K) Whether the Repayment Contracts comply with the Porter-Cologne Act
14 (Water Code § 13000, et seq.);

15 (L) Whether the Repayment Contracts comply with the California Endangered
16 Species Act (Fish & Game Code § 2050, et seq.); and

17 (M) Whether water deliveries to the District violate prohibitions against
18 unreasonable uses, methods of uses, and methods of diversion of water in article X, section 2 of the
19 California Constitution.

20 6. That this judgment shall not make moot, supersede, or serve as a bar to any pending
21 or subsequent action against the Bureau of Reclamation by non-signatories to the Repayment
22 Contracts.

23 7. That this judgment is not meant to serve as authority or precedent pertaining to any
24 contract or agreement other than the Repayment Contracts.

25 8. That only as to the matters described in paragraphs 1 to 4, inclusive, pursuant to Code
26 of Civil Procedure section 870, this judgment is and shall be forever binding and conclusive as to
27 all matters herein adjudicated and as to all matters which could have been adjudicated herein against
28 the District and against all other parties to this action.

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9. That only as to the matters described in paragraphs 1 to 4, inclusive, each and every person is hereby permanently enjoined and restrained from instituting any action or proceeding raising any issues as to the validity and binding nature of the Repayment Contracts, and each of them, under the laws of the State of California as to which this judgment is binding and conclusive pursuant to Code of Civil Procedure section 870.

10. That all parties shall bear their own attorneys' fees and costs.

DATED: _____

Hon. Kimberley Gaab
Superior Court Judge